

## Term Contract No. 557A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>557A</b>	<b>Transit Bus Equipment</b>
<b>Effective Dates</b>	July 15, 2010 through July 14, 2013	
<b>Bid Number</b>	201000564	
<b>Administrator</b>	Mike Brendle (see section 9 of this contract for instructions in obtaining pricing information )	
<b>Phone</b>	(919) 807-4516	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	<a href="mailto:Tmike.brendle@doa.nc.gov">Tmike.brendle@doa.nc.gov</a>	
<b>Last Updated</b>	October 15, 2010	
<b>Pricing information</b>	Contact Debbie Collins (Dept. of Transportation) @ 704.639.7653 or at <a href="mailto:dgcollins@carolina.rr.com">dgcollins@carolina.rr.com</a>	

### 1. General Information

**This is a statewide convenience contract and is not mandatory for any agency or governmental entity in North Carolina to use.**

### 2. Scope of Contract

The scope of this contract is limited to the Transit Bus Equipment as listed herein. This contract is for use by all state agencies, departments, institutions, universities, community colleges, public schools units (except those exempted by statute), and certain non-state agencies.

#### NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

No Abnormal Quantity amount has been established for this contract. However, the Division of Purchase and Contract will assist any authorized end user in obtaining lower pricing.

### 5. Minimum Orders

No minimum requirement for this contract.

### 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractors. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or

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delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

**7. Delivery**

The contractor(s) will complete delivery within 30 consecutive calendar days after receipt of purchase order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

**8. Transportation Charges**

All goods shall be delivered FOB DESTINATION

9. **Item Pricing Information –Only the product descriptions and awarded vendors are listed below. The pricing structure is the MSRP less a certain percentage discount. Ordering entities are to contact Debbie Collins @ 704.639.7653 or at dgcollins@carolina.rr.com for current pricing.**

Product Description	Contractor
<b>AUTOMATED PASSENGER COUNTERS</b>	
	Urban Transportation Associates 700 E. McMillan St, Cincinnati, OH Thomas Kowalski-513.961.0099
APC Integration, wireless technologies and warranties	Digital Recorders, Inc. PO Box 14068 Durham, NC 27709 William Fay, Jr. 800.222.9583
<b>AUTOMATED VOICE ANNUNCIATION SYSTEMS (AVAS)</b>	
	Digital Recorders, Inc. PO Box 14068 Durham, NC 27709 William Fay, Jr. 800.222.9583

<b>MOBILE DATA COMPUTERS (MDC)</b>	
	Digital Recorders, Inc. PO Box 14068 Durham, NC 27709 William Fay, Jr. 800.222.9583
	Mentor Engineering 10,2175-29 <sup>th</sup> St, NE Calgary, AB T1Y7H8 Canada Brent Richie 407.375.8857
<b>FARE COLLECTION</b>	
	GFI 751 Pratt Blvd Elk Grove Village, IL 6007 Kim Green 847.593.8855
GFI Farebox Integration	Digital Recorders, Inc. PO Box 14068 Durham, NC 27709 William Fay, Jr. 800.222.9583

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<b>MOBILE DIGITAL VIDEO RECORDING SYSTEM</b>	National Bus Sales PO Box 6549 Marietta, GA 30062 Dennis Stokes <b>800.282.7981</b>
	Digital Recorders, Inc. PO Box 14068 Durham, NC 27709 William Fay Jr. 800222.9583

## 10. Catalogs and Price Lists

Contractors are required, upon the request of any user, to provide the user with catalogs and descriptive literature of contract items within 5 business days of the request. This information will be provided at no charge to the user.

## 11. Contractors-See section 9

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

## 12. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of 12 months.

## 13. Substitutions

Substitutions of products price in the original bid are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract. Any product change, i.e. discontinuation and substitution, model number change, must be presented to the Division of Purchase and Contract for review and approval.

## 14. Contract Addenda

Addendum #	Effective Date	Change
1	August 19, 2010	Modification to the Abnormal Quantity section